

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

NISSAN MOTOR ACCEPTANCE COMPANY,  
LLC f/k/a NISSAN MOTOR ACCEPTANCE  
CORPORATION,

Plaintiff,

v.

INFINITI OF ENGLEWOOD, LLC d/b/a INFINITI  
OF ENGLEWOOD, NISSAN OF HAWTHORNE,  
LLC d/b/a NISSAN OF HAWTHORNE, ELITE  
NISSAN OF BERGENFIELD, LLC d/b/a ELITE  
NISSAN, JAMES D. DEMETRAKIS, JOHN P.  
STEFANIDIS, INFINITI OF ENGLEWOOD  
REALTY CO., LLC, NISSAN OF HAWTHORNE  
REALTY, LLC, NISSAN OF HAWTHORNE  
REALTY II, LLC, BERGEN AUTOMOTIVE  
REALTY, LLC, WASHINGTON AVENUE  
ASSOCIATES, LLC, BERGENFIELD SUZUKI,  
LLC, MILLER-RINALDI & ASSOCIATES, INC.  
a/k/a MILLER-RINALDI & CO., ANTHONY J.  
RINALDI, Individually,

Defendants.

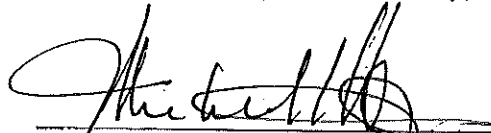
Civil Action No. 2:18-cv-17228 (EP/MAH)

**STIPULATION OF DISMISSAL WITH  
PREJUDICE AMONG ONLY CERTAIN  
PARTIES**

Pursuant to the Paragraph 9 of the Confidential Settlement and Mutual Release Agreement effective January 31, 2024, and Rules 41(a)(2) and 41(c) of the Federal Rules of Civil Procedure, Plaintiff, Nissan Motor Acceptance Company LLC f/k/a Nissan Motor Acceptance Corporation, and Defendants Infiniti of Englewood, LLC d/b/a Infiniti of Englewood, Nissan of Hawthorne, LLC d/b/a Nissan of Hawthorne, Elite Nissan of Bergenfield, LLC d/b/a Elite Nissan of Bergenfield, James D. Demetrakis, John P. Stefanidis, Infiniti of Englewood Realty Co., LLC, Nissan of Hawthorne Realty Co. II, LLC, Bergen Automotive Realty, LLC, Washington Avenue Associates, LLC, and Bergenfield Suzuki, LLC, by their undersigned counsel, hereby stipulate

that the claims and counterclaims asserted among and against them in this action are dismissed with prejudice and that each party is to bear its own costs and attorneys' fees.

The respective parties and their undersigned counsel hereby stipulate to the entry, filing, form and substance of this Stipulation.



Hon. Evelyn Padin, U.S.D.J.

Hon. Michael A. Hammer, U.S.M.J.

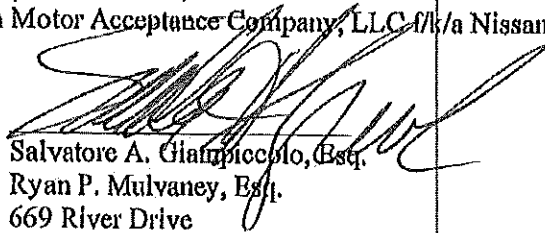
11/26/2024

STEVENS & LEE, P.C.

Attorneys for Plaintiff,

Nissan Motor Acceptance Company, LLC d/b/a Nissan Motor Acceptance Corporation

By:



Salvatore A. Giampiccolo, Esq.  
Ryan P. Mulvaney, Esq.  
669 River Drive  
Suite 201  
Elmwood Park, New Jersey 07407

Date: April \_\_, 2024

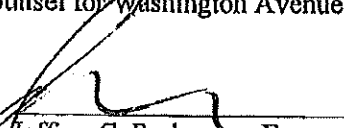
May 6,

CYRULI, SHANKS & ZIZMOR, LLP

Attorneys for Defendants

Infiniti of Englewood, LLC d/b/a Infiniti of Englewood, Nissan of Hawthorne, LLC d/b/a Nissan of Hawthorne, Elite Nissan of Bergenfield, LLC d/b/a Elite Nissan of Bergenfield, James D. Demetrakis, John P. Stefanidis, Infiniti of Englewood Realty Co., LLC, Nissan of Hawthorne Realty Co. II, LLC, Bergen Automotive Realty, LLC, Bergenfield Suzuki, LLC, and Co-Counsel for Washington Avenue Associates, LLC

By:



Jeffrey C. Ruderman, Esq.  
Russell Shanks, Esq.  
420 Lexington Avenue  
23rd Floor  
New York, New York 10170

Date: April \_\_, 2024

May 6,

GREENBAUM, ROWE, SMITH & DAVIS, LLP  
Co-Counsel for Defendant,  
Washington Avenue Associates, LLC

By: 

David L. Bruck, Esq.  
99 Wood Avenue South  
Iselin, New Jersey 08830

Date: ~~April~~, 2024

May 6,